

|   |                          |  |   |  |   |  |
|---|--------------------------|--|---|--|---|--|
| <b>REQUEST FOR QUOTATION</b><br>(THIS IS NOT AN ORDER)  |                          | THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-6)   |   |  | PAGE OF PAGES<br>1   13   |  |
| 1. REQUEST NO.<br><br>7QSBAAC-C5-16-5231-BPA  |                          | 2. DATE ISSUED<br><br>09/22/2016   |   | 3. REQUISITION/PURCHASE REQUEST NO.<br><br>SEE BELOW   |   | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 |
| 5A. ISSUED BY<br>GSA, FAS, Southwest Supply Acquisition Center,<br>Supply Acquisition Division (7QSBAAC - C5)<br>819 Taylor Street, Room 7A37<br>Fort Worth, TX 76102-6105  |                          |  |   | 6. DELIVER BY (Date)<br><br>7 Days ARO or better   |   |  |
| 5B. FOR INFORMATION CALL: (NO COLLECT CALLS)  |                          |  |   | 7. DELIVERY  |   |  |
| NAME<br><br>Felicia Castillo<br><br><a href="mailto:felicia.castillo@gsa.gov">felicia.castillo@gsa.gov</a>  |                          | TELEPHONE NUMBER<br><br>AREA CODE 817 NUMBER 850-8340  |   | <input checked="" type="checkbox"/> FOB DESTINATION or <input type="checkbox"/> OTHER (See Schedule) |   |  |
| 8. TO:  |                          |  |   | 9. DESTINATION<br>To be shown on each order issued.<br>(CONUS)                                       |   |  |
| a. NAME   |                          | b. COMPANY   |   | a. NAME OF CONSIGNEE   |   |  |
| c. STREET ADDRESS   |                          |  |   | b. STREET ADDRESS  |   |  |
| d. CITY   |                          | e. STATE   |   | f. ZIP   |   | c. CITY  |
|   |                          |  |   | d. STATE   |   | e. ZIP   |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)<br><br>October 3, 2016 or sooner at 4:00 EST  |                          | IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and or certifications attached to this Request for Quotations must be completed by the quote. |   |  |   |  |
| 11. SCHEDULE (Include applicable Federal, State, and local taxes)   |                          |  |   |  |   |  |
| ITEM NO.<br>(a)   | SUPPLIES/SERVICES<br>(b) |  | QUANTITY<br>(c)   | UNIT<br>(d)  | UNIT PRICE<br>(e)   | AMOUNT<br>(f)  |
| This Request for Quote (RFQ), if accepted by the Government, will result in a Blanket Purchase Agreement (BPA) being established IAW FAR 8.405-3 and the terms and conditions of your Multiple Award Schedule (MAS) Contract: GS-07F5400R. This BPA can be cancelled at any time by either party with advanced written notice.  |                          |  |   |  |   |  |
| <p>A. The period covered by the BPA will begin date of award through the expiration date of your MAS contract, not to exceed one base year and four one-year option periods. The estimated quantities for this BPA are indicated on Page 4 for this RFQ. However, since demand can fluctuate significantly up or down due to market conditions, this agreement will be awarded as not to exceed \$1,000,000 over the period of performance mentioned above. There is no guarantee minimum number of orders or quantities under this agreement and it is possible that orders and quantities could be significantly less than estimated. The BPA will be reviewed at least once a year prior to exercising any option.</p> <p>B. The estimated number of calls and estimated total quantities listed have been retrieved from historical data and represent no guarantee of the volume of purchases to be placed under any resulting BPA.</p> <p>C. In accordance with M-FSS-301-A, award will be made on an item-by-item basis. Award will be made to the offeror who represents the best value under authority FAR 8.405-3 (see pages 13 for Evaluation Criteria).</p> <p>D. Inspection will be at Destination.</p> <p>E. The Schedule of Items and Item Purchase Descriptions (IPDs) are shown on pages 5 thru 6. It is the offeror's responsibility to provide only items that fully comply with the IPDs.</p> <p>F. Required Clauses, applicable to all items in this Request for Quotation, are shown on pages 7 through 12.</p> |                          |  |   |  |   |  |
| (Continued on Page 2)   |                          |  |   |  |   |  |
| 12. DISCOUNT FOR PROMPT PAYMENT<br>Net 30 Days  |                          | a. 10 CALENDAR DAYS<br>%   | b. 20 CALENDAR DAYS<br>%  | c. 30 CALENDAR DAYS<br>%   | d. CALENDAR DAYS<br>NUMBER PERCENTAGE                           |  |
| NOTE: Additional provisions and representations <input type="checkbox"/> are <input checked="" type="checkbox"/> are not attached.  |                          |  |   |  |   |  |
| 13. NAME AND ADDRESS OF QUOTER<br>a. NAME OF QUOTER J. J. Keller & Associates, Inc.   |                          |  | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION<br>(b) (6) |  | 15. DATE OF QUOTATION<br>October 11, 2016                       |  |
| b. STREET ADDRESS Mail Stop # 1410<br>PO Box 368  |                          |  |   |  | a. TELEPHONE  |  |
| c. COUNTY Winnebago   |                          |  |   |  | PHONE 920-722-2848<br>Ext 7233                                  |  |
| d. CITY Neenah  | e. STATE WI              | f. ZIP 54957-0368  |   |  | c. TITLE (Type or Print)<br>Project Leader - Government Markets |  |
|   |                          |  |   |  | FAX 920-727-7455  |  |

- G. *If responding to this Request for Quotation, complete and return the entire package before COB September 30, 2016, otherwise response will be determined NONCOMPLIANT, and therefore rejected in its entirety. If you wish to "No Quote", please indicate and return page 1 only.*
- H. *Delivery is required within 7 Days ARO (days after receipt of order). However, if you can deliver sooner, please indicate on page 4 or 5.*
- I. *Unit of Issue is identified in the Item Purchase Description (IPD) section on pages 5 and 6. Due to the nature of the Special Order Program (SOP) some orders may be submitted for as low as one (1) EA. No Minimum Order Limitation will be accepted, any offers submitting a Minimum Order Limitation will be determined NONCOMPLIANT, and therefore rejected in its entirety.*
- J. **NAICS CODE 339950 – Sign Manufacturing.**
- K. *The items quoted must be available on your Federal Supply Schedule by the close of the RFQ.*
- L. *Vendor shall quote a firm-fixed price on both items for this requirement.*
- M. *A single-award BPA will be established. The period covered by the BPA will begin at time of award through the expiration date of the MAS contract, not to exceed one base year with four one-year options. The BPA will be reviewed at least once a year prior to exercising an option.*

Please note: Quotes will be solicited from both FOB Origin and FOB Destination MAS contractors. In order to evaluate all quotes equally, vendors without the FOB Destination provisions will be allowed to submit FOB Destination pricing by providing both the price of the product and the open market transportation (shipping and handling) costs and then adding both together for a total unit price. Award determined will be based off the Total Price (5 year Est'd qty X Delivered Unit Price, per pages 4 and 5), as such shipping terms will be FOB Destination on any resultant award. This price will include freight and can then be directly compared to the FOB Destination quotes. Pricing must be submitted for the items, and if quoting Origin pricing must also include shipping costs, to be considered for award. The selected vendor's quotation will be reviewed to insure that pricing and terms are IAW their Multiple Award Schedule contract. In the event competitive price quotations are not received, as a matter of indirect pricing comparison, the Contracting Officer may also seek out additional pricing data and recent sales history from the vendor to further substantiate the price reasonableness of its quote to the Government.

- N. *The awardee will be required to ship to APO/FPO addresses, and to ships, when they receive orders that indicate these types of ship-to addresses. Do not submit a quote if you are not willing to ship to these locations.*
- O. *If supplies shipped are not packaged, packed, and marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required repackaging/repacking/ remarking, by contract or otherwise, and charge the Contractor therefore at the following rates:*  
     First Hour - \$150.00  
     Each Additional Hour - \$70.00  
     A minimum of 2 hours is required for each incident, making the minimum charge for remarking \$220.00

The Contractor may also be charged for material costs, if incurred. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract. The rates above shall be determined and may be periodically updated by the Commissioner, Federal Acquisition Service, or a designee.

- P. **FAR 52.212-1 is incorporated by reference.**
- Q. **FOB is Destination.**
- R. **The Item Purchase Description (IPD) for the National Stock Number (NSN) can be found on pages 5 and 6.**
- S. **When responding to this RFQ, you must submit the entire document package to the eBuy system.** The full document must be received by the closing date and time.
- T. **The following is how you can obtain specifications:**

**FED Specs** — GSA Federal Supply Service Specifications Section, Ste. 8100, 470 E. L'Enfant Plaza, SW, Washington, DC 20407 [Telephone 202-619-8925, FAX 202-619-8978] <http://quicksearch.dla.mil/qsSearch.aspx> Click on "Quick Search" (left side of screen). Type the document in the "Document ID" field and hit submit. You do not need a password.

**MIL Specs** — Department of Defense Single Stock Point (DoDSSP), Bldg. 4, Section D, 700 Robbins Ave., Philadelphia, PA 19111-5094 [Telephone 215-697-2667/2179, FAX 215-697-1462] Web Site [www.dsp.dla.mil](http://www.dsp.dla.mil) Click on "Online Specs" or <http://quicksearch.dla.mil/qsSearch.aspx> Click on "Quick Search" (left side of screen). Type the document in the "Document ID" field and hit submit. You do not need a password.

**ANSI Standards** — American National Standards Institute, Inc., 11 West 42<sup>nd</sup> Street, 13th Floor, New York, NY 10036 [Telephone 212-642-4900]

**ASTM** — American Society for Testing and Materials, 100 Barr 2 Harbor Drive, West Conshohocken, PA 19428-2959 [Telephone 610-

832-9585, FAX 610-832-9555] Web Site: [www.astm.org](http://www.astm.org), email: [service@astm.org](mailto:service@astm.org). (ASTM does charge for their services)

**Recycled Material** — Two sites for information related to the Comprehensive Procurement Guidelines and Recovered Materials Advisory Notices: [www.epa.gov/cpg](http://www.epa.gov/cpg)

**Commercial Item Descriptions** - <http://quicksearch.dla.mil/qsSearch.aspx> Click on "Quick Search" (left side of screen). You do not need a password.

- U. This RFQ is for one NSN that is a vehicle placard. Include detailed information for products quoted that clearly illustrates how the products meets each salient characteristic stated in the Item Purchase Description(IPD) on page 5 and 6. If the documentation does not clearly and concisely demonstrate that the quoted items meet each characteristic the quotes will be rejected.
- V. Please provide any additional discount / price reduction available for the items specified in the Schedule of Items section (page 4 or 5) below.

**\*\*THE FOLLOWING MUST ACCOMPANY YOUR OFFER, FAILURE TO PROVIDE THE REQUIRED INFORMATION COULD RESULT IN YOUR OFFER NO LONGER BEING EVALUATED / CONSIDERED FOR POSSIBLE AWARD.**

I. A copy of their most recent authorized GSA price list and cover sheet identifying the item being quoted.

II. A commitment letter from the manufacturing and/or production and inspection point on letterhead that references: Request for Quotation number; identify each NSN and the corresponding part number being supplied; statement of conformance; verification that the packaging, marking and palletization requirement will be met; statement as to the country of origin for each item.

### III. Product literature

#### IAW FAR 52.214-7 (a) and (b)

(a) Offerors are responsible for submitting offers, so as to reach the Government office designated in the RFQ by the time specified. (Block 10).

(b) If offer is received later than the exact time specified in block 10 of the RFQ, it will be considered "late" and will not be accepted.

(c) An Award will be made without Discussions.

**\*\*Failure to provide any of the requested information or documents may cause offers to be determined non-compliant.**

A. Taxpayer Identification Number (TIN): 39-0957377

B. Data Universal Numbering System (DUNS): 050264316

C. Point of Contact: (b) (6) Phone Number: (b) (6)

Fax: 920-727-7455 E-Mail Address: (b) (6)

D. Supplier Name\*: \_\_\_\_\_ Point of Contact\*: \_\_\_\_\_

Supplier DUNS\*: \_\_\_\_\_ Supplier TIN\*: \_\_\_\_\_

(\*Please complete the Supplier's name, TIN and DUNS number for each NSN if different)(Note: "Supplier" refers to the company providing you the product, if you are not the manufacturer.)

ARE YOU A SMALL BUSINESS? \_\_\_\_ No \_\_\_\_\_

IF SO, PLEASE SPECIFY SOCIO-ECONOMIC TYPES (IF APPLICABLE): \_\_\_\_\_

IS THE MANUFACTURER A SMALL BUSINESS? \_\_\_\_\_

**Schedule of Items**

A. Provide the unit price per the unit of issue shown.

B. Pricing (CONUS): **FOB Destination**

C. Five (5) Year Estimate

\*\*\*Attention: Estimated number of purchase orders and estimated quantity are for the anticipated five year period expected for this Blanket Purchase Agreement. These are estimates only. \*\*\*

Contractors who have **FOB Destination pricing** on their Multiple Award Schedule shall provide pricing only for the items listed below:

| Item No. | <u>NSN</u>                    | Brand Name and Manufacturer's Part Number | U/I | Est. 5 yr. Orders | Est'd 5 yr. Qty | Est. Min Order | Per Unit Price         | Total Price (5 year estimated Qty) |
|----------|-------------------------------|---|-----|-------------------|-----------------|----------------|------------------------|------------------------------------|
| 1        | 9905-01-371-5231<br>IPD Below |   | EA  | 925               | 14,506          | 1              | \$ _____               | \$ _____                           |
|          |                               |   |     |                   |                 |                | Total Price*: \$ _____ |                                    |

\*Award determination is based off the Total Price.

Country of Origin: Item 1: \_\_\_\_\_

Best Delivery (DARO) (if better than 7 Days, no additional award preference will be given) \_\_\_\_\_

Contractors who have **FOB Origin pricing** on their Multiple Award Schedule shall provide pricing only for the item listed below:

| Item No. | NSN                           | Brand Name and Manufacturer's Part Number | U/I | Est. 5 yr. Orders | Est'd 5 yr. Qty | Est. Min Order | Per Unit Price  | Shipping and Handling | Delivered Unit Price (Unit Price plus shipping and handling) |
|----------|-------------------------------|---|-----|-------------------|-----------------|----------------|---|-----------------------|--|
| 1        | 9905-01-371-5231<br>IPD Below | 9016                                      | EA  | 925               | 14,506          | 1              | \$20.77   | \$ 2.23               | \$* 23.00  |
|          |                               |   |     |                   |                 |                | Total Price (5 year Est'd qty x Delivered Unit Price)*: |                       | \$ 333,638   |

\*Award determination will be based off the Total Price (5 year Est'd qty x Delivered Unit Price) above.

Country of Origin: Item 1: USA

Best Delivery (DARO) (if better than 7 Days, no additional award preference will be given) 7 days

*All purchase orders are direct delivery shipments to end users throughout the Continental United States (CONUS).*

1: Unit Weight: 2.2 lbs

Unit Cube: 14" X 14" X 6"

### ITEM PURCHASE DESCRIPTIONS

Item No. 1

NSN: 9905-01-371-5231

DATE: 05/01/2015

PLACARD, VEHICLE: Shall be Kresky Signs Inc. P/N MS-6, or equal, with the following characteristics: Shall be in accordance with 49 CFR Paragraph 172.519, with the following characteristics and requirements:

Aluminum signs shall contain 25 percent minimum postconsumer content and 25 percent minimum recovered materials as specified by the EPA Comprehensive Guideline for Procurement of Products Containing Recovered Materials; Recovered Materials Advisory Notice III; Final Rule (40 CFR Part 47), Federal Register/Vol. 65, NO. 12/Wednesday, January 19, 2000/Rules and Regulations.

Material - aluminum overall

Type - flip (Inscription can be flipped to "A blank page,

Explosives 1.1, 1.2, 1.3, 1.4, 1.5, or 1.6" as required)

Placard frames shall be hole mounted and painted white. Each placard shall have a minimum of four (4) stainless steel clips, riveted to the frame, for holding the desired inscription in place when driving. The placards shall be free of burrs and sharp edges.

Each placard shall be furnished with two (2) each of the following compatibility group letters = B, C, D, E, F, G, H, J, K, and S. These compatibility group letters shall be black, self-adhesive type letters with removable protective liners. Letters shall be in accordance with 49 CFR, Paragraph 172.519. Letters shall be packaged in a sealed plastic bag and attached to the face of the placard.



Figure 1: Representational photo only.

Unit of issue - EA (each)

**PRODUCT CONFORMANCE:** The products provided shall meet the salient characteristics of this Item Purchase Description, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial market. The Government reserves the right to require proof of such conformance.

**PREPARATION FOR DELIVERY:** The item(s) shall be packaged and packed to afford adequate protection against physical damage during shipment from the supplier to the first receiving activity. The pack shall comply with the rules and regulations applicable to the mode of transportation. The package shall be the same as that normally provided by the supplier. In the event a pallet or skid is used for shipping, the following notice shall apply:

**Notice of special requirements for shipment to all countries that have endorsed the IPPC Guidelines for treatment of non-manufactured wood packaging:** The International Plant Protection Convention (IPPC) has approved and published on March 15, 2002, "Guidelines for Regulating Wood Packaging Material in International Trade". Countries endorsing the IPPC Guidelines can be found at the [USDA.gov](http://USDA.gov) web site. Additionally, shipments delivered to DOD distribution facilities or freight consolidation points for eventual delivery to or through EU/IPPC countries shall comply with applicable DLA Regulation DLAD 47.305.1

**MARKING:** Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

#### END OF ITEM PURCHASE DESCRIPTIONS

\*\*\*COMPLETED PAGES MUST BE RETURNED WITH YOUR OFFER (SF18) \*\*\*

|                                     |
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| <b>Contract Administration Data</b> |
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**G-FSS-900-A CONTACT FOR CONTRACT ADMINISTRATION (JAN 1994)**

Offerors are required to designate a person to be contacted for prompt contract administration.

NAME (b) (6)

TITLE: Project Leader – Government Markets \_\_\_\_\_

ADDRESS: Mail Stop #1410, PO Box 368 \_\_\_\_\_

Neenah, WI \_\_\_\_\_ ZIP CODE 54957-0368 \_\_\_\_\_

TELEPHONE NO. ( 920 ) 722-2848 \_\_\_\_\_ FAX NO. (920)727-7455 \_\_\_\_\_

|                  |                              |
|------------------|------------------------------|
| <b>Section D</b> | <b>Packaging and Marking</b> |
|------------------|------------------------------|

**552.211-73 MARKING (FEB 1996)**

- (a) General requirements. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.
- (1) Deliveries to civilian activities. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.
  - (2) Deliveries to military activities. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.
- (b) Improperly marked material. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

**552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996)**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

**D-FSS-456 PACKAGING AND PACKING (APR 1984)**

- (a) Packaging. Shall be in accordance with accepted commercial practice.
- (b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

**D-FSS-462****MAXIMUM WEIGHT PER SHIPPING CONTAINER (MAY 1995)**

In no instance shall the weight of a shipping container and its contents exceed 23 kilograms (51 pounds), except when caused by (1) the weight of a single item within the shipping container, (2) a prescribed quantity per pack for an item per shipping container, or (3) a definite weight limitation set forth in the purchase description.

**52.211-6****BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

**52.214-21****DESCRIPTIVE LITERATURE (APR 2002)**

(a) "Descriptive literature," as used in this provision, means information furnished by a bidder, such as cuts, illustrations, drawings, and brochures, that shows a product's characteristics or construction or explains its operation. The term includes only that information required to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

(b) Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as—

(1) Design;

(2) Materials;

(3) Components;

(4) Performance characteristics; and

(5) Methods of manufacture, assembly, construction, or operation.

(c) Descriptive literature, required elsewhere in this solicitation, shall be—

(1) Identified to show the item(s) of the offer to which it applies; and

(2) Received by the time specified in this solicitation.

(d) If the bidder fails to submit descriptive literature on time, the Government will reject the bid, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.



(e) If the descriptive literature fails to show that the product offered conforms to the requirements of the solicitation, the Government will reject the bid.

(f) The Contracting Officer may waive the requirement for furnishing descriptive literature if the offeror has supplied a product that is the same as that required by this solicitation under a prior contract. A bidder that requests a waiver of this requirement shall provide the following information:

Prior contract number \_\_\_\_\_

Date of prior contract \_\_\_\_\_

Contract line item number of product supplied \_\_\_\_\_

Name and address of Government activity to which delivery was made \_\_\_\_\_

Date of final delivery of product supplied \_\_\_\_\_

(g) Bidders shall submit bids on the basis of required descriptive literature or on the basis of a previously supplied product under paragraph (f) of this provision. A bidder submitting a bid on one of these two bases may not elect to have its bid considered on the alternative basis after the time specified for receipt of bids. The Government will disregard a bidder's request for a waiver under paragraph (f) if that bidder has submitted the descriptive literature requested under this solicitation.

## **Section E Inspection and Acceptance**

## **Section F Deliveries or Performance**

### **52.225-6 TRADE AGREEMENTS CERTIFICATE (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

#### **Other End Products**

| Line Item No. | Country of Origin: |
|---------------|--------------------|
|               |                    |
|               |                    |
|               |                    |

*[List as necessary]*

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

**TIME OF DELIVERY**

Delivery is required to be made at destination within \* 7 \* calendar days after receipt of order.

**52.247-34 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

**F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)**

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

|                  |                                     |
|------------------|-------------------------------------|
| <b>Section G</b> | <b>Contract Administration Data</b> |
|------------------|-------------------------------------|

**552.216-73 ORDERING INFORMATION (AUG 2010) 516.506(c)**

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either ☒ facsimile transmission or ☒ computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer to computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

(b) (6)  
 Mail Stop#1660, PO Box 368  
 Neenah, WI 54957-0368  
 Phone: (b) (6)

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

920-727-7455

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES ☐ NO ☒

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

## Section I Contract Clauses

### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

### 552.219-75 GSA MENTOR PROTÉGÉ PROGRAM

As prescribed in 519.7017(a), insert the following clause:

#### GSA Mentor-Protégé Program (Sep 2009)

(a) Prime contractors, including small businesses, are encouraged to participate in the GSA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible protégé entities to enhance their capabilities and increase their participation in GSA contracts.

(b) The Program consists of:

(1) Mentor firms are large prime contractors with at least one active subcontracting plan, or that are eligible small businesses;

(2) Protégés are subcontractors to the prime contractor, and include small business concerns, small disadvantaged business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and women-owned small business concerns meeting the qualifications specified in Subpart 519.70; and

- (3) Mentor-protégé Applications and Agreements, approved by the Mentor-Protégé Program Manager in the GSA Office of Small Business Utilization (OSBU).
- (c) Mentor participation in the Program means providing technical, managerial and financial assistance to aid protégés in developing requisite high-tech expertise and business systems to compete for and successfully perform GSA contracts and subcontracts.
- (d) Contractors interested in participating in the Program are encouraged to read FAR Subpart 19.7 and to contact the GSA Office of Small Business Utilization (E), Washington, DC 20405, (202) 501-1021, for further information

## **Section K Representations, Certifications, and Other Statements of Offerors or Respondents**

552.232-78

### **PAYMENT INFORMATION (JUL 2000)**

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

52.209-11

### **REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(b)(6)



Date: 10/11/2016

|                                     |
|-------------------------------------|
| <b>EVALUATION FACTORS FOR AWARD</b> |
|-------------------------------------|

**M-FSS-301-D METHOD OF AWARD (APR 1984)**

1. Award will be made on an item-by-item basis IAW M-FSS-301-A.

2. The Government will make award to the best value determination under the authority of FAR 8.405-3.

Awards will be made to the vendor who represents the best value to the Government utilizing the following evaluation factors: technical acceptability, past performance and price. Only quotes that are considered technically acceptable will be reviewed for past performance. Price is slightly more important than past performance unless a quoter's past performance is less than satisfactory. All quoters with less than satisfactory past performance will be eliminated unless there are no quotes received from vendors with satisfactory performance or better. Award determined will be based off the Total Price (5 year Est'd qty X Delivered Unit Price, per page 4 or 5).

A single-award BPA will be established. The period covered by the BPA will begin at time of award through the expiration date of the MAS contract, not to exceed one base year with four –one year options whichever comes first, and will be reviewed on an annual basis. The shipping terms on the resultant BPA will be FOB Destination.

Offerors who do not submit all of the required supplemental documentation required by this RFQ with their quotation may be considered non-compliant with the RFQ requirements and will receive no further consideration for award.

**EVALUATION FACTORS:****Technical Acceptability Factor:**

Technical acceptability will be considered on a pass/fail basis. The definition of technical acceptability is meeting the characteristics listed in the Government's Item Purchase Descriptions (IPDs) and meets the Government's required delivery schedule. Vendors quoting an "or Equal" product will need to include detailed information for any alternative product that clearly illustrates how the offered product meets each salient characteristic stated in the Item Purchase Descriptions.

Quotes that are determined technically acceptable will be reviewed for past performance and pricing. Past performance is evaluated as an indicator of the vendor's ability to perform the agreement successfully. Past Performance evaluation is accomplished through a Confidence Assessment Rating based on assessing the vendors' past performance history focusing in and targeting performance that is relevant to the RFQ.

**Past Performance Factor:**

Specific past performance is not being requested. Instead, GSA will use any credible information on each vendor in evaluating past performance. The Government will also use the Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity System (FAPIS) if reports exist for the vendor. The website for PPIRS and FAPIS is (<http://www.ppirs.gov/>). A vendor with no record of past performance of the same general nature or for whom GSA has no information available will not be evaluated as favorably or unfavorably based on past performance, but will be given a neutral rating. For evaluation purposes a neutral rating will be a SATISFACTORY rating.